



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 29, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 July 29, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACT FOR STORMWATER CAPTURE RUBBER DAM SYSTEM MAINTENANCE SERVICES (SUPERVISORIAL DISTRICTS 1, 3, 4, AND 5) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This action is to award a contract for as-needed preventative maintenance for the 21 Stormwater Capture Rubber Dam System sites located in various cities within the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Stormwater Capture Rubber Dam System Maintenance Services in an annual sum of \$300,000 to A Thousand Hills, Inc. This contract will be for a term of one year commencing on September 3, 2014, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$1,650,000.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the

term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, A Thousand Hills, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed preventative maintenance for the 21 Stormwater Capture Rubber Dam System sites located in various cities within the County. The work to be performed will consist of inspection and maintenance of all the components at all 21 sites. In addition, the contractor may be called upon to perform as-needed troubleshooting services and repairs at the facilities. The Department of Public Works has contracted for these services since 2009.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$300,000 plus 10 percent for unforeseen additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. This amount is based on the unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Internal Service Fund Fiscal Year 2014-15 Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is A Thousand Hills, Inc., located in Port Ludlow, Washington. This contract will commence on September 3, 2014, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with A Thousand Hills, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board. The Chief Information Office (CIO) reviewed this Board letter and recommends approval. The CIO determined that because this recommended action concerns maintenance of the existing Stormwater Capture Rubber Dam Systems, it does not represent any new information technology acquisition. Therefore, no formal CIO analysis is required.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on March 17, 2014, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On March 18, 2014, Public Works solicited proposals from 88 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On April 14, 2014, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer, A Thousand Hills, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER

Director



RICHARD SANCHEZ

Chief Information Officer

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
Chief Information Office
County Counsel
Executive Office

AGREEMENT FOR
STORMWATER CAPTURE RUBBER DAM SYSTEM
MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and A THOUSAND HILLS, INC., a Washington Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY, by and through its Department of Public Works ("Public Works"), desires to employ a CONTRACTOR to provide maintenance services, which includes inspecting, maintaining, trouble shooting, and repairing the Stormwater Capture Rubber Dam System; and

WHEREAS, the COUNTY has determined that COUNTY personnel are not available to provide the services; and

WHEREAS, California Government Code, Section 31000, permits the COUNTY Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services; and

WHEREAS, in response to the COUNTY'S Request for Proposals issued with respect to the maintenance services, the CONTRACTOR has submitted its proposal to the COUNTY and desires and is prepared to provide the requested maintenance services to COUNTY; and

WHEREAS, the CONTRACTOR possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide the maintenance services with respect to all components of the Stormwater Capture Rubber Dam System; and

WHEREAS, the CONTRACTOR is willing to accept responsibility for performing the requested services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, the COUNTY and the CONTRACTOR desire to enter into a CONTRACT for Stormwater Capture Rubber Dam System Maintenance Services.

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NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2014, hereby agrees to provide maintenance services as described in this Contract for Stormwater Capture Rubber Dam System Maintenance Services.

SECOND: This CONTRACT, together with Exhibit A, Scope of Work; Exhibit B, Information Technology Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Site Locations Map; Exhibit H, Rubber Dam Telemetry Component Inspection Guidelines; Exhibit I, Rubber Dam Component Maintenance Guidelines; Exhibit J, Site Inspection Report on Rubber Dam in LADPW; Exhibit K, 2012-13 Rubber Dam Maintenance Report; Exhibit L, Invensys Wonderware Intouch Software Specifications for Rubber Dam Telemetry System; Exhibit M, Invensys Intouch, Kepware KEPServer, and Siemens STEP 7 Basic Software: Standard of Functionality; Exhibit N, Stormwater Capture Rubber Dam Repair Guidelines; Exhibit O, Telemetry Radios: Standard of Functionality; Exhibit P, Rubber Dam Telemetry Inspection; Exhibit Q, Telemetry Radio Antennas, Masts, and Cables: Standard of Functionality; Exhibit R, Alhambra HQ Virtual Servers: Standard of Functionality; Exhibit S, PLC Replacement, Programming, Integration: Standard of Functionality; Exhibit T, Rubber Dam Repair Manual; Exhibit U, 2012-13 Rubber Dam Telemetry Annual Repair Report; Exhibit V, Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights; Exhibit W, Information Technology Security Requirements; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: This Contract's initial term shall be for a period of one year commencing on Board approval or execution by both parties, whichever occurs last. The County shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FOURTH: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of

the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$300,000 per year, or such greater amount as the Board may approve (Maximum Contract Sum). In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum authorized by the Board. The Maximum Contract Sum shall include all items set forth in the Form PW-2, Schedule of Prices, including but not limited to, taxes, Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, and optional tasks. CONTRACTOR acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by the COUNTY to CONTRACTOR in exchange for CONTRACTOR delivering to COUNTY, and COUNTY accepting, within the required delivery schedule as set forth by the Contract Manager, maintenance, inspection, repair, installation, trouble shoot, modification, and upgrade services to the Stormwater Capture Rubber Dam System.

The CONTRACTOR understands and agrees that only the designated Contract Manager is authorized to request or order Work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any Work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

FIFTH: The COUNTY reserves the right to change any portion of the Work required under this CONTRACT, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the manner described in Exhibit B, Section 2.A., Amendments/Change Orders.

SIXTH: The CONTRACTOR shall not perform or accept Work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term or within 75 percent of Maximum Contract Sum as provided for hereinabove.

SEVENTH: The CONTRACTOR shall invoice the COUNTY upon completion of Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work which are specified in this CONTRACT, Exhibit A (Scope of Work), and any Amendments/Change Orders, as applicable, and which have been approved in writing by the COUNTY as set forth in this paragraph. The CONTRACTOR agrees not to submit any invoice for payment until the COUNTY has approved in writing the Work for which payment is claimed. No partial or progress payments towards anticipated or substantial completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work will be made under this CONTRACT.

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The COUNTY will endeavor to make payment to the CONTRACTOR within 30 days of receipt and approval of work and properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. All invoices and supporting documents under this CONTRACT shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

Each invoice submitted by CONTRACTOR shall include the following:

- a. The Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, or other Work as described in Exhibit A (Scope of Work), any Amendments/Change Order, as applicable, together with any additional supporting documentation reasonably requested by the COUNTY, for the Contract Manager's written approval.
- b. If the invoice is for additional services, the Change Order, approved and executed by the Contract Manager, and any additional supporting documentation reasonably requested by the Contract Manager must be submitted.

The Contract Manager or his designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to the CONTRACTOR within 15 days of receipt of invoice if payment amounts are disputed. The CONTRACTOR shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten days of receipt of the IDR from the Contract Manager or his designee. If the Contract Manager or his designee does not receive a written response within ten days of the COUNTY'S notice to the CONTRACTOR of an IDR, then the COUNTY payment will be made, less the disputed charges.

In addition to any rights of the COUNTY provided in this CONTRACT, or at law or in equity, the COUNTY may, upon notice to the CONTRACTOR, withhold payment for any Work while the CONTRACTOR is in default hereunder, or at any time that the CONTRACTOR has not provided COUNTY approved Work.

The CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required of this Stormwater Capture Rubber Dam System Maintenance Services Contract. In no event shall the COUNTY be liable or responsible for payment respecting a particular Task prior to the approval and execution of the Inspection and Rehabilitation Reports by the Contract Manager.

EIGHTH: The CONTRACTOR shall bill upon completion and acceptance by Contract Manager as specified in the SEVENTH paragraph of this CONTRACT, for Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work provided by CONTRACTOR, including any additional services, in arrears, for the Work performed during the preceding month. Work performed shall be billed at the unit rates quoted in Form PW-2, Schedule of Prices.

The COUNTY acknowledges that the amounts payable by the COUNTY to the CONTRACTOR under this CONTRACT will not include taxes for products or services provided by the CONTRACTOR hereunder. The COUNTY shall not be liable or responsible for reimbursement of any taxes associated with such procurement except as set forth in Form PW-2, Schedule of Prices. CONTRACTOR will be solely liable and responsible for, and shall pay such tax directly to the state or other taxing authority. In addition, CONTRACTOR shall be solely responsible for all taxes based on CONTRACTOR'S income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

NINTH: The CONTRACTOR hereby represents, warrants, and covenants to the COUNTY that for the term of this CONTRACT, the CONTRACTOR'S Work shall be fully compatible with and shall fully integrate, perform, and function with the Stormwater Capture Rubber Dam System hardware and the operating system software and shall otherwise conform to the specifications set forth in Exhibit A (Scope of Work) and shall meet all the Standards of Functionality.

TENTH: The CONTRACTOR shall provide maintenance, support and warranty services (Warranty Services) to COUNTY for the Stormwater Capture Rubber Dam System in accordance with this CONTRACT, Exhibit A (Scope of Work), and the Standards of Functionality. Warranty Services shall include, but shall not be limited to, the correction of any and all deficiencies caused by Work performed by or on behalf of the CONTRACTOR for the COUNTY pursuant to this CONTRACT. The need for Warranty Services will be determined by Contract Manager, which determination shall be subject to the Dispute Resolution Procedures set forth in Section 2, paragraph AA (Dispute Resolution Procedures), of Exhibit B (Information Technology Service Contract General Requirements). Correction of such deficiencies shall be at no additional cost to the COUNTY. If any component of the Stormwater Capture Rubber Dam System requires corrective services to remedy such deficiencies, the CONTRACTOR shall endeavor reasonably to provide such services at the COUNTY'S location (which may include the provision of such services remotely by CONTRACTOR).

ELEVENTH: Following the completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work as described in Exhibit A (Scope of Work), and any Change Order, as applicable, for which payment is claimed, by the CONTRACTOR and prior to acceptance of Work by the COUNTY, the COUNTY shall have the right to use, in production mode, if applicable, any completed portion of the system software without any additional cost to the COUNTY where the COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use, if applicable, shall not restrict the CONTRACTOR'S performance under

this CONTRACT and shall not be deemed to be the CONTRACTOR'S achievement of Task completion.

TWELFTH: All notices or demands required or permitted to be given or made under this CONTRACT, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten days prior notice in accordance with the procedures set forth above, to the other party.

To COUNTY:

County of Los Angeles Department of Public Works
Water Resources Division
Attention Mr. William Saunders
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 458-6186
Fax: (626) 979-5309
E-mail: wsaunder@dpw.lacounty.gov

with a copy to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Contracting Section
P.O. Box 1460
Alhambra, CA 91803

To CONTRACTOR:

A Thousand Hills, Inc.
Attention Mr. John Parent, President & Secretary
103 S. Bayview Dr.
Ludlow, WA 98365
Telephone: (360) 437-9805
E-mail: jparent@athousandhills.net

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with a copy to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Contracting Section
P.O. Box 1460
Alhambra, CA 91803

The Contract Manager shall have the authority to issue all notices or demands, which are required or permitted by COUNTY under this CONTRACT.

THIRTEENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

FOURTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S Specifications, requirements, and terms and conditions as reflected in this CONTRACT including, but not limited to, Exhibits A through W, inclusive, the COUNTY'S provisions shall control and be binding.

FIFTEENTH: The CONTRACTOR agrees in strict accordance with the Contract Specifications and conditions to meet the COUNTY'S requirements.

SIXTEENTH: This CONTRACT is the product of an arm's length negotiation between the CONTRACTOR and the COUNTY. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this CONTRACT is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

SEVENTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. All Paragraphs of this CONTRACT and all the terms and conditions set forth in Exhibit B (Information Technology Service Contract General Requirements) shall survive its expiration or termination for any reason.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

A THOUSAND HILLS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ENCLOSURE B**Bid Detail Information****Bid Number :** PW-ASD 915**Bid Title :** Stormwater Capture Rubber Dam System (SCRDS) Maintenance Services**Bid Type :** Service**Department :** Public Works**Commodity :** MAINT & REPAIR - DAM & LEVEE CONSTRUCTION**Open Date :** 3/17/2014**Closing Date :** 4/14/2014 5:30 PM**Bid Amount :** \$ 300,000**Bid Download :** Not Available**Bid Description :**

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Stormwater Capture Rubber Dam System (SCRDS) Maintenance Services (2014 IT001). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$300,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Benjamin Sandoval at (626) 458 7334, bsandoval@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to.

1. Proposer and Project Manager must have at least five years of experience within the last seven years providing Bridgestone-type rubber dam construction, maintenance, and repair services.
2. Proposer and Project Manager must have at least two years of experience within the last seven years providing Obermeyer-type rubber dam construction, maintenance, telemetry component programming, and repair services.
3. Proposer's supervisors, employees, subcontractors, and/or consultants performing the requested services must have a minimum of five years of experience within the last seven years installing, programming, and maintaining Invensys Wonderware Intouch and Kepware KEPServerEX software, including ethernet radio telemetry monitoring and control applications for water resources facilities.
4. Proposer's supervisors, employees, subcontractors, and/or consultants performing the requested services must have a minimum of five years of experience within the last seven years working and programming Siemens® S7 1214 Programmable Logic Controllers for Bridgestone rubber dam facility control.
5. Proposer's supervisors, employees, subcontractors, and/or consultants performing the requested services must have a minimum of two years of experience within the last seven years working and programming Siemens® S7 1214 Programmable Logic Controllers for Obermeyer rubber dam facility control.

A Proposers' Conference will be held on Monday, March 31, 2014, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. A walk-through will be conducted after the conference at the following locations:

- Public Works Headquarters – Penthouse
- Hansen Spreading Grounds – Meet at:
Hansen Yard
10179 Glenoaks Boulevard
Sun Valley, CA 91352
- Bridgestone Rubber Dam Location – Meet at:
Rio Hondo Spreading Grounds Headworks
353 South Van Norman Road
Montebello, CA 90640
(Intersection of Van Norman Road and Loch Lomond Drive)

ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk through cannot be verified. Attendees should be prepared

to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, April 14, 2014, at 5:30 p.m. Please direct your questions to Mr. Sandoval at (626) 458-7334.

Contact Name : Benjamin Sandoval

Contact Phone# : (626) 458-7334

Contact Email : bsandoval@dpw.lacounty.gov

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[Back to Last Window](#)